

AGREEMENT BETWEEN

THE CALIFORNIA SUPERIOR COURTS OF REGION 2



AND

CALIFORNIA FEDERATION OF INTERPRETERS  
THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 39000

COVERING ALL EMPLOYEES IN THE COURT INTERPRETER UNIT



September 25, 2017 through September 30, 2020

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## **ARTICLE 1 - PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum of Understanding; to provide an orderly and equitable means of resolving any misunderstanding or difference which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

## **ARTICLE 2 - RECOGNITION**

### **1. General**

Court Management hereby recognizes CFI/TNG-CWA Local 39000, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of all employees of the Superior Courts of California in Region 2 that provide language interpretation services in court and related proceedings.

Region 2: Counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma.

Excluded from this unit are court interpreters represented in another unit as provided in Government Code section 71828(d) and management, supervisory and confidential employees. Also excluded from this unit are employees who perform non-interpreter duties in a language other than English.

### **2. Unit Work**

Except as otherwise expressly set forth herein, no one except bargaining unit employees shall perform bargaining unit work. Bargaining unit work shall be the type of work normally or presently performed within the bargaining unit covered by this MOU. Such work shall include, but is not necessarily limited to, simultaneous or consecutive interpretation of court proceedings, court-ordered programs for which an interpreter is required, such as court-ordered: psychiatric evaluations; interviews with defendants and witnesses; sight translation of court documents; probate investigations; mediations sessions and child-custody evaluations, or other interpreter services as required by the court. The term "interpreter services" is defined as oral interpretation or sight translation between two or more other person.

### **3. Non-Unit Work**

Non-Unit work is interpreter work the assignment of which the Court does not control.

## **ARTICLE 3- IMPLEMENTATION**

This Memorandum of Understanding will become effective upon ratification by the members of the bargaining unit and approval of the Region.

## **ARTICLE 4 - AUTHORIZED AGENTS**

### Section 1:

For the purpose of meet and confer under this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Region's principal authorized agent shall be the Chairperson of the Regional Court interpreter Employment Relations Committee or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39000 and his/her designee.

### Section 2:

For the purpose of administering the terms and provisions of this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Court's principal authorized agent shall be the Executive Officer for each Superior Court in the Region or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39000 and his/her designee.

## **ARTICLE 5 - TERM**

This Agreement shall expire on September 30, 2020.

## **ARTICLE 6 - NOTICE OF INTENT TO TERMINATE AND NEGOTIATE SUCCESSOR AGREEMENT**

In the event that either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period of ninety to one-hundred and twenty days prior to the termination date of this Memorandum of Understanding its written request to commence negotiations for such successor Memorandum of Understanding. In the event that no notification is given, the Memorandum of Understanding shall be extended for twelve months without change.

## **ARTICLE 7 - NON-DISCRIMINATION**

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Union and all other applicable rights provided by the Trial Court Interpreter Employment and Labor Relations Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, disability status, sexual orientation or any other protected class provided by law.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

No employee (except during their probationary period) shall be subject to discipline without cause. Probationary employees shall not be allowed to appeal any discipline.

### Discipline and Discharge Standards

Discipline will usually be imposed progressively. Progressive discipline will normally include one or more written warnings and/or a suspension before a termination is imposed. However, subject to the appeal process contained herein, deviations from this procedure may occur whenever it is determined that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. The circumstances shall include, but not necessarily be limited to, the gravity of the offense. Accordingly, circumstances may warrant an immediate suspension or termination.

With the exception of layoffs for organizational necessity, discipline, up to and including termination, will be for cause. For purposes of this policy, "for cause" will have the same meaning as that set forth in Government Code Section 71805(e).

### Administrative Leave

The Court Executive Officer or designee may, at any time during the time when a charge(s) is pending against a regularly scheduled employee, place the employee on paid administrative leave. Administrative leave with pay shall not be considered corrective action as defined in this article and shall not be subject to challenge.

#### 1. Notice of Discipline/Discharge

When the Court Executive Officer or designee is considering disciplinary action consisting of a suspension, termination or demotion/reduction in pay, the affected employee will be given written notice of the proposed disciplinary action. A copy of the notice will be sent simultaneously to the Union. The notice will include (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s), by the date specified in the notice.

If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and will take effect as described in the notice of proposed disciplinary action. If the employee responds to the charge(s) within the time specified in the notice of proposed disciplinary action, the court shall consider the employee's response and all of the information upon which the charge(s) is based. The Court Executive Officer or designee shall then issue a determination on the notice of proposed disciplinary action.

If the determination includes disciplinary action consisting of a suspension, a termination, or a demotion/reduction in pay, the employee, or the Union on behalf of the employee (with the employee's written approval) may appeal such determination in writing, within 10 business days of the date that the Court Executive Officer or designee issued the determination. If no such appeal is filed in a timely manner, the determination of disciplinary action shall stand. If the

Union is unable to obtain the employee's signature before filing the appeal, it shall obtain the employee's written approval within thirty calendar days of filing the appeal.

## 2. Arbitration to Review of Disciplinary Decisions

In the event that an employee in a timely manner files an appeal as described in section 1 above, a binding arbitration will take place. Within 10 business days of the date that the employee files the notice of appeal, the court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree on an experienced labor arbitrator to hear the case. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service or another mutually acceptable source.

The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence. The employee and Court Executive Officer or designee shall have the right to call witnesses and present evidence. The Court Executive Officer or designee will release trial court employees to testify at the hearing upon adequate notice. The hearing officer has the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in Section 1282.6 of the Code of Civil Procedure.

The employee has the right to representation, including legal counsel, if provided by the employee. The arbitrator's report will be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator does not have authority to add to, detract from, alter, amend, or modify the Memorandum of Understanding or any of the court's rules, policies, or procedures. Fees and expenses of the arbitrator and court reporter shall be split equally between the parties.

Court witnesses released to testify at the hearing will be released with pay.

## 3. Representation

At any investigatory interview that the employee might reasonably believe would lead to discipline of the employee, the employee has the right to have a shop steward or union representative present during the interview upon the request of the employee. If the employee's preferred shop steward or union representative is not available to attend a meeting scheduled by the court, the employee shall arrange for an alternative shop steward or union representative to be present. If no alternative shop steward or union representative can be found to represent the employee at the investigatory interview, the Court shall reschedule the scheduled interview within three business days, unless otherwise agreed to by the parties.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### Purpose:

- A. This grievance procedure shall be used to process and resolve grievances arising under this MOU in a just, equitable and expeditious manner. The employer shall not discriminate, coerce, restrain or retaliate against any employee or employees who participate in the grievance procedure.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

1. Wherever used, the term "employee" means either employee or employees, as appropriate.
2. Whenever used, the term "grievant" means employee, group of employees or Union.
3. As used in this procedure, the term "immediate supervisor" means the individual identified by the CEO or designee.
4. A "grievance" is a dispute of one or more employees, or the Union involving the interpretation, application or the enforcement of the express terms of this MOU.
5. A "complaint" is a dispute of one or more employees involved in the application or interpretation of a rule or policy not covered by this MOU. Complaints shall only be processed as far as Step 2 of the grievance procedure.
6. "Business day" means a calendar day, exclusive of Saturdays, Sundays and court holidays.
7. A "union representative" refers to an employee designated as a steward, a union staff representative or any other person designated by the Union, who shall act in the capacity of a steward.

Time Limits:

1. None of the parties shall delay the processing of a grievance at any step of the established procedure.
2. If the Court fails to respond to a grievance within the time limits specified at each step, the grievant shall have the right to appeal to the next step.
3. Any level of review or time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing, and shall include notice to the Union.
4. Failure by the grievant to respond within the time limits specified at any step shall settle the grievance on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
5. By mutual written agreement, the grievance may revert to a prior level for reconsideration.

Employee Rights:

1. Employees have the right to represent themselves at each step of the grievance procedure. Employees shall not have the right to move grievances to arbitration without union representation.
2. The employee has the right to assistance of a representative in the preparation and investigation of his or her formal written grievance, and in the presentation of the grievance to management, and to be represented by the Union in formal grievance meetings.
3. A Court employee may present his/her grievance to Court Management on court time if they are scheduled to work on that day. Formal grievance meetings will be scheduled whenever possible for a day that the employee is scheduled to work.
4. The Court will notify the Union promptly in writing of all grievances filed.
5. Court employees who are witnesses in a formal grievance meeting may attend the



- formal grievance meeting on paid court time.
6. Upon request, the union shall have the right to obtain a copy of a settlement that involves the interpretation or application of the terms of this Agreement when an employee is not represented by the Union.
  7. Consistent with law, the Court shall provide the Union with the necessary information to process the grievance.

Informal Conference:

The employee may discuss any potential grievance with his or her immediate supervisor within eight (8) business days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with the employee at a mutually satisfactory time. The employee may elect to have a union representative attend such meeting. The supervisor shall respond to the employee within eight (8) business days after the initial conference. Any informal resolution of a dispute at this step shall not set a precedent. Participation in this informal step shall not extend the deadline for filing a formal grievance.

Formal Grievance - Step 1:

- A. No later than twenty (20) business days after the occurrence or discovery of the matter on which the grievance is based, an employee, group of employees or the Union, may file a formal written grievance.
- B.
  1. A formal grievance shall be initiated in writing on a form provided by the Court and shall be filed with the Human Resources office of the grievant's home court. The employee will retain a copy. The Human Resources office shall provide a receipt or shall initial and date the employee's copy to show receipt.
  2. If an interpreter, or the Union on behalf of an interpreter(s), files a grievance concerning a cross assignment and matters related to the away court, the grievance shall be filed with the home court and the Regional Chair. If the matter does not resolve at the informal conference, it may, upon mutual agreement, be appealed directly to the Regional Chair.
- C. The grievance form shall contain the following information:
  1. The name(s) of the grievant(s) and representative;
  2. The specific provision of the MOU alleged to have been violated;
  3. The date, time and place of occurrence;
  4. Brief summary of the grievance;
  5. Steps, if any, that were taken to secure informal resolution;
  6. The remedy requested;
  7. Signature of the grievant(s) and the date filed; and
  8. The addresses to which all correspondence and responses should be sent.
- D. Within ten (10) business days of the receipt of the grievance, the designated Court Management representative will meet with the grievant and the Union representative (if any). Within ten (10) business days following such meeting, the Management representative shall respond in writing to the grievance.

- E. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Formal Grievance - Step 2:

- A. Within ten (10) business days after receipt of the decision at Step 1, the grievant may appeal to the Executive Officer or designated representative using a copy of the grievance.
- B. Within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the CEO or designated representative who has not been involved in the grievance at any prior level shall meet with the grievant and representative, if any, to discuss the grievance with the grievant and representative, if any. Thereafter, the CEO or his/her designee will provide a written decision not more than ten (10) business days following the grievance meeting.
- C. For cross assignment grievances only, within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the Regional Chair shall meet with the grievant and representative, if any, to discuss the grievance with the grievant and representative, if any. Thereafter the Regional Chair will provide a written decision not more than ten (10) business days following the grievance meeting.
- D. If the CEO or Regional Chair fails to give a decision within the specified time limit, the Union may elect to refer the unresolved grievance to arbitration.
- E. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Arbitration - Step 3:

- A. Within thirty (30) business days from receipt of the written decision of the Executive Officer or designated representative, the Union shall have the right to submit an unresolved grievance to arbitration. The Union's request for arbitration shall be made in writing to the Court Executive Officer.
- B. If no request for arbitration is made within thirty (30) business days, the decision of the CEO shall be final and binding. If the CEO fails to respond in writing at Step 2, the Union shall have thirty (30) days from the date the decision was due to request arbitration. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.
- C. Within five (5) business days after receipt of a timely written request for arbitration, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, the parties will request that a panel of seven potential arbitrators from the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service be sent to the both parties. Upon receipt of the list, the parties will select an arbitrator using a strike off procedure. The party to strike the first name shall be determined by coin toss.

- D. The fees and expenses associated with the arbitrator, the transcript and the court reporter shall be shared equally by the parties. All other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
- E. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.
- F. Both parties shall jointly consider whether the type of case involved lends itself to mediation. If, through mediation, the parties can reach a mutually acceptable disposition, the disposition shall become final and binding upon the parties. If the mediation process does not result in an acceptable resolution to both parties, the case shall be submitted to arbitration.
- G. The written decision of an arbitrator resulting from any arbitration or grievance shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- H. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be final and binding.

## **ARTICLE 10 - GRIEVANCE MEDIATION**

**RESERVED.**

## **ARTICLE 11 - EXPEDITED ARBITRATION**

- A. This is an alternative to the procedures set forth in the Arbitration Section of Article 9, Grievance Procedure. The following matters shall be heard using this procedure and not the Arbitration section of Article 9.
  - A. Any alleged violation involving a monetary amount of less than \$1,000 that does not involve a dispute over contract interpretation.
  - B. For all other matters, this procedure will only be utilized upon mutual written agreement of the parties.
- 2. Prior to the hearing a joint submission statement setting forth the issue(s) to be determined will be prepared and submitted to the arbitrator. If the parties cannot agree to a submission statement, each party shall present to the arbitrator its own submission statement and the arbitrator shall determine the issue(s) to be resolved.
- 3. The parties will select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings.
  - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator will be borne equally by the parties. In addition, each party will pay for all fees and expenses incurred by that party on its behalf, including, but not limited to, witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, and 2) there will be no post-hearing briefs.

4. The arbitrator selected will hear the grievance(s) within ten (10) business days of his/her selection, or a later date if agreed upon by the parties and may hear multiple cases during the course of the day.
5. Arbitration of a grievance hereunder will be limited to the unresolved issue(s) of the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
6. The arbitrator will issue a "bench" decision at the conclusion of the parties' testimony, and closing oral argument. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
7. The decision of an arbitrator resulting from the arbitration of a grievance hereunder will be binding upon the parties. However, this decision will not have any precedential or persuasive value in relation to any other grievance.

## **ARTICLE 12 - MANAGEMENT RIGHTS**

The Courts within the region retain, solely and exclusively, all rights, powers and authority that they exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as expressly limited by provisions of this MOU. Additionally, it is the exclusive right of the Court Management to determine its mission, to set standards of services to be offered to the public and exercise control and discretion over their organization and operations. It also the exclusive right of Court Management to make all financial and budgetary decisions, including decisions concerning expenditures. In addition, the Courts retain control of the manner and means of the work performed by interpreters and may hire, supervise, discipline and terminate employment of court interpreters. These and all rights of Court Management are expressly reserved to the Court unless such rights are abrogated by a clear and express provision of this MOU or by mutual, express, written and signed agreement by the Region and the Union.

## **ARTICLE 13 - AGREEMENT, MODIFICATION AND WAIVER**

### Section 1:

This MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this MOU.

Unless otherwise permitted by this MOU or required by law, no agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Region.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### Section 2:

It is understood and agreed that the provisions of this Section are intended to apply only to matters that are not specifically covered by this agreement.

With respect to matters not specifically covered by this agreement, existing policies, procedures and practices shall govern.

It is recognized that during the term of this agreement it may be necessary for the courts to make changes in policies, procedures or practices affecting the employees of the Unit.

When the Court finds it necessary to make such a change it shall notify the Union indicating the proposed change and the Region shall meet and confer with the Union over the impact of the proposed change on Unit members prior to implementation.

Any agreement resulting from such meet and confer shall be executed in writing by all parties hereto, and, if required, approved and implemented in accordance with this Memorandum of Understanding.

#### **ARTICLE 14 - SEVERABILITY AND PROVISIONS OF LAW**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law and the remainder of this Memorandum of Understanding shall not be affected.

#### **ARTICLE 15 - NEW INTERPRETER TRAINING**

This provision shall only apply to:

- Interpreters who are newly hired as court employees and who, prior to employment by the Court, had not performed interpreter services for a California trial court for 30 days; and
- Courts with more than four FTE bargaining unit employees.

Prior to any Court assignment, a newly hired interpreter with less than two years of interpreting experience in the California criminal trial courts will receive two days of paid in-service training by an experienced employee with a minimum of three years experience interpreting in the Courts. This in-service training shall include various aspects of court interpreting including but not necessarily limited to courtroom protocol, safety issues, and use of court equipment. Within the next twenty workdays, the new employee may receive one additional day of paid in-service training while performing an assignment. This additional day of training shall be based upon the need of the new employee established in conjunction with Court management. All such training shall be consistent with Court policy.

Employees who wish to volunteer to provide the in-service training shall notify the Court Executive

Officer or designee. Assignment to provide the training shall be made by the Court. If fewer than two employees volunteer to provide the training, the Court's obligation to conduct the training shall cease. Training procedures to be developed by the Labor Management Committee.

## **ARTICLE 16 - NEW EMPLOYEE INFORMATION AND ORIENTATION**

### Section 1 - New Employee Information

The employer shall notify the Union in writing within two weeks of the hire of any new employee covered by this agreement. For each new hire the employer shall supply employee name, address, phone number, date of hire, job classification, rate of pay and assignment location.

### Section 2 - Orientation

A CFI/TNG-CWA representative and/or one Union Steward on court time may participate in new employee orientation for the purpose of providing information about the Union including a union brochure or packet regarding Union membership. Each court shall notify the Union in advance of the time and location of employee orientations for newly hired court interpreters.

## **ARTICLE 17 - STATUS**

- A. Full Time - Full time employees shall be those employees who are regularly scheduled by the Court to work Monday-Friday, forty hours per week.
- B. Regular Part Time - Part time employees shall be those employees who are regularly scheduled by the Court to work twenty or more hours per week but less than forty hours per week.
- C. Intermittent Part Time - Intermittent part time employees are those employees who are scheduled by the Court to work less than twenty hours per week or on an as-needed basis.
- D. Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purpose of status designation for benefits only. A part time intermittent employee without benefits who becomes eligible for benefits under Article 23F (Miscellaneous Benefits), based on any hours worked, will maintain status as a part time intermittent employee – until and unless the Court and the employee mutually agree to change the employee's status to something other than part time intermittent.

## **ARTICLE 18 - SENIORITY**

Seniority shall be measured as stated below and used for the purposes of layoff (as set forth in Article 31), assignment (as set forth in Article 19), and others if explicitly agreed to by the express terms of this Agreement.

For those bargaining unit members who were hired by the Court as pro tempore employees on or before July 1, 2005, seniority shall be measured from the date the interpreter was first engaged by the home court as an independent contractor or pro tempore, whichever came first.

For those bargaining unit members who were hired as pro tempore employees after July 1, 2005, seniority shall be measured from the date they were first hired by the home Court.

An interpreter who resigns in good standing shall be eligible for reinstatement and restoration of seniority subject to the local court rules, policies and practices.

## **ARTICLE 19 – ASSIGNMENTS**

### Section 1. Definitions

The Courts shall assign and/or deploy interpreters in accordance with this agreement and in the manner that, in each Court’s discretion, best provides language access to limited-English proficient (LEP) court users. Such assignments shall be in accordance with Judicial Council policies pertaining to language access.

A court shall not assign a bargaining unit employee to interpret in a language for which they are neither certified nor registered unless no employee who is certified or registered in that language is available to work.

(1) *Regular Assignment*

A regular assignment is an assignment made to a specific courthouse or location for a continuous and indefinite period, with no scheduled end date.

(2) *Floater Assignment*

A floater assignment is an assignment that is full time or part time and not a regular assignment. The location of the work to be performed may vary from day-to-day and may include multiple locations throughout the working day.

(3) *As Needed Assignment*

An as-needed assignment is a part time assignment that is based upon each Court’s determination of day-to-day court needs and how best to provide language access services to limited-English proficient (LEP) court users.

### Section 2. Regular Assignments

In the event that there is an opening for a regular assignment, such assignment shall be filled based upon seniority within the language pair.

### Section 3. Floater Assignments

Interpreters assigned to floater positions may provide the Interpreter Assignment Office with a list of preferred courthouses and/or preferred geographic areas within their home court for consideration. The Court may consider seniority and location preferences in making floater assignments. However, the business needs of the Court will take priority.

### Section 4. As-needed Assignments

As-needed employees have priority for work assignments over independent contractors.

The Court may notify employees and independent contractors simultaneously of potential assignments. In the event no employee interpreter accepts the assignment within the time frames provided below, an independent contractor may be offered the assignment.

- A. As-needed interpreters (either part-time or intermittent part-time) will be placed on a “call as-needed” list for daily assignments.

- B. When the Court contacts as-needed interpreters to offer an assignment, the Court will allow three (3) hours for the employee interpreters to respond. The senior employee interpreter responding during the three-hour window period shall receive the assignment.
- C. When the Court identifies an assignment before noon for the next business day, the Court will allow two (2) hours for the employee interpreters to respond. The senior employee interpreter responding during the two-hour window period shall receive the assignment.
- D. If an as-needed assignment is identified on the same day, or after noon on the day before the assignment, the Court may contact as-needed employee interpreters and independent contractors simultaneously (if by email or group text) and may offer the assignment to the first responding interpreter. If contacting interpreters by phone, phone contacts shall be made to employee interpreters first.

#### Section 5. Cancellations of Assignments

For as-needed assignments for intermittent and part time employees, once the offer of work has been extended and accepted, both the Court's decision not to provide work and the interpreter's decision to withdraw from the assignment shall be subject to 24 hours' notice.

For assignments cancelled by the Court without adequate notice as described above, the home or the away court will provide the interpreter an alternative assignment or the home court shall compensate the employee for the number of hours of the assignment, up to a maximum of eight (8) hours. In the event that the employee cancels with less than 24 hours' notice, they may be subject to disciplinary action.

#### Section 6. Judicial Officers

The final assignment decision rests with the judicial officer(s).

#### Section 7. Records

The Court will maintain a record of contacts and assignments given to any class of interpreter.

#### Section 8. Offers of Regular Employment

Current part-time and intermittent employees will be given first consideration for full-time and regular part-time job openings in their language pair based upon seniority.

#### Section 9. Video Remote Interpreting

In the event that the Region makes the initial decision to implement Video Remote Interpreting for spoken language, the parties agree to reopen the MOU Article 19 Assignments and Article 20 Cross Assignments. The Region shall provide CFI with not fewer than 90 days advance written notice of its decision and provide to CFI the opportunity to meet and confer regarding the impacts of the decision prior to the implementation of the decision. The Region shall not implement its decision to utilize Video Remote Interpreting for spoken language prior to December 31, 2014.

The scope of the meet and confer over the impacts of the above decisions shall include but not necessarily be limited to the following:

1. Circumstances that are appropriate for VRI;



2. Modes of interpretation;
3. Protocols and procedures appropriate for use of VRI;
4. Protection of the Attorney/Client privilege and other confidentiality issues;
5. Technical minimums for equipment used for VRI including cameras, video screens, lighting, microphones, audio quality computers and band width;
6. Training for interpreters and other court staff on the use of VRI equipment;
7. Onsite technical support;
8. Ethical issues related to use of VRI;
9. Impediments to performance;
10. How interpreters are to be assigned to VRI;
11. Document procedures related to use of VRI;
12. Compensation.

## **ARTICLE 20 - CROSS-ASSIGNMENT PROCEDURES**

### Definitions Pertaining to Article 20 Only:

1. Home Court: The Region 2 court in which an eligible interpreter is an employee.
2. Requesting Court: The Region 2 court requesting a cross-assignment and in which an eligible employee may be temporarily cross-assigned.
3. Cross-Assignment: Any assignment to perform spoken language interpretation for a superior court other than the interpreter's home court where the interpreter actually travels outside the county of the home court to a Requesting Court.
4. Eligible Interpreter: A Region 2 interpreter employee that meets all eligibility criteria specified in Section 2 below.
5. Region 2 Administrative Chair: A designee of Region 2 whose duty is to act as a resource for local court coordinators, including regular update of interpreter employee rosters and local coordinator contact lists and assistance and guidance with compliance with Article 20.
6. JCC Regional Coordinator: An employee of the Judicial Council of California whose duty is to monitor the cross-assignment of interpreters within Region 2 to perform record-keeping and other data reporting functions, as described in this Article.
7. Local Court Interpreter Coordinator: An employee of a Region 2 court whose duty is to coordinate the scheduling of interpreter assignments to best provide language access to litigants.

### Section 1. General Provisions

This article covers cross-assignments for Region 2 court interpreter employees. Except as expressly

provided herein, nothing in this article is intended to limit employee priority for assignments over independent contractors within the Region. Region 2 courts may cross-assign interpreter employees from and to other regions.

Employees may accept regular long-term cross assignments in requesting courts. Nothing in this Article requires interpreter employees to agree to accept cross-assignments.

### Section 2. Eligibility

A court interpreter of a Region 2 court may not be an employee of another California court or contract to perform interpreting services with another California court, but may accept cross-assignments to provide services to more than one Region 2 court through this cross-assignment process, provided that all of the following eligibility criteria are met:

1. The interpreter employee has completed an annual election form or a cross-assignment status update form, as described in Section 3A or 3B, indicating willingness to accept cross-assignments;
2. The judicial officer presiding over the cross-assignment does not decline to use the eligible interpreter;
3. A full time interpreter employee may only be placed on the eligibility list with his/her home court's written authorization;
4. The interpreter employee agrees to comply with all other requirements of this Article.

### Section 3A. Annual Process to Elect to Cross-Assign

Beginning with the first full calendar year after ratification of this Agreement, interpreter employees may elect to be placed on the cross assignment eligibility list on an annual basis. By November 15<sup>th</sup> of each calendar year, the JCC Regional Coordinator or Region 2 Administrative Chair shall provide to all Region 2 employee interpreters an annual election form upon which the employee interpreter may indicate whether he/she is willing to accept cross-assignments in the subsequent calendar year, beginning on January 1<sup>st</sup>.

Interpreter employees who want to be eligible to cross-assign in the upcoming calendar year must return signed annual election forms to the JCC Regional Coordinator or Region 2 Administrative Chair by the close of business on December 15<sup>th</sup>.

An interpreter employee who fails to return a signed annual election form by the deadline will be ineligible to receive cross assignment offers during the subsequent calendar year but may become eligible upon submitting a cross assignment status update form as provided in Section 3B of this Article.

The annual election form shall no longer request information from interpreter employees regarding the counties for which they are willing to perform services. By electing to be available to cross-assign, the employee interpreter is electing to receive cross assignment offers from any Region 2 court.

Upon receipt of annual election forms, the JCC Regional Coordinator or Region 2 Administrative Chair shall create an updated cross-assignment list, organized by language and listing in priority order interpreter employees in each language by seniority, as defined in Article 18. The list shall also include each interpreter's home court and preferred phone number and email address.

The annual list shall be distributed to each court's local court interpreter coordinator before January 1<sup>st</sup>

each year.

### Section 3B. Quarterly Cross Assignment Status Update

New or existing employees who did not submit an annual election form by the deadline may submit to the JCC Regional Coordinator or the Region 2 Administrative Chair a cross-assignment status update form at any time, indicating that they elect to be added to or deleted from the annual list. The employee elections made on status update forms shall be reflected in the next quarterly update of the annual list and shall become effective when quarterly updates are distributed to the courts. Quarterly updates shall be distributed to local court coordinators on April 1, July 1 and October 1 of each year.

The JCC and Region 2 courts shall explore the feasibility of developing an online list of interpreter employees eligible to cross-assign, accessible by each local court interpreter coordinator, that can be updated throughout the year to add and delete interpreter employees who modify their elections to cross assign.

### Section 4. Procedure to Schedule Cross-Assignments

The home court shall have the first right of assignment for its employees. Eligible employees may only accept an offer of cross-assignment when the employee's home court releases that employee to accept a cross-assignment.

The procedures below do not apply to assignment requests received for the same day or for the next business day. For such short-notice assignments, the court will offer the assignment simultaneously (by email or group text) to home courts with eligible employees and independent contractors and will confirm the assignment with the first responding interpreter. If contacting interpreters by phone, phone contacts shall be made to employee interpreters first.

For assignments not filled with home court employees, the local court coordinator of the requesting court will take the following steps to give priority to eligible interpreters on the cross assignment list.

1. Requesting court local coordinator will consult the cross assignment eligible employee list and send individual email requests to:
  - a. all home court local coordinators with eligible cross-assigning employees in that language;with copies to:
  - b. home courts' eligible cross-assigning employees
  - c. JCC Regional Coordinator
2. Within three (3) hours of the time the email is sent by the requesting court's local coordinator, any eligible employee who is willing to accept the cross-assignment must notify his/her home court interpreter coordinator of his/her willingness to accept the cross-assignment.
3. Home court local coordinators will consult their assignment calendars and determine if eligible employees can be cleared. If a home court local coordinator determines that eligible employees are not available because they are already assigned, or may likely be assigned to work in the home court, the home court shall inform the requesting court that the home court has no eligible employees available to cross assign without waiting for eligible employees' responses described in number 2, above. If the home court declines to make available an eligible employee who indicates a willingness to accept a cross-assignment and does not end up having an assignment for the eligible employee at the time of the cross-assignment, the home court is required to compensate

the eligible employee for the hours the eligible employee would have worked in the cross-assignment. If a home court local coordinator determines that one or more eligible employees are available to cross assign, the home court local coordinator will email the requesting court after he/she has determined whether he/she can clear the eligible and willing employee(s).

Home court local coordinators shall send a response to:

- a. requesting court local coordinator

with copies to:

- b. home court's eligible cross-assigning employee(s)
- c. JCC Regional Coordinator

4. Home court local coordinators shall respond to the requesting court local coordinator as promptly as possible and within 24 hours of the time of the request.
5. If no home courts respond within 24 hours of the time of the request, the requesting court is determined to have met its obligation to seek a cross-assigning employee and is free to procure an opt out interpreter or independent contractor, in accordance with applicable California statutes and Rules of Court. If a home court failed to respond, due to oversight or any other reason, and an eligible interpreter who would have otherwise received the assignment due to his/her seniority is denied an opportunity to accept a cross-assignment, the home court shall compensate the eligible employee for the missed assignment opportunity.
6. If more than one home court clears its eligible and willing interpreter employee(s), the requesting court shall offer the assignment to the available eligible interpreter with the most seniority and email a confirmation to:
  - a. that employee's local home court coordinator
  - b. the eligible interpreter employee who receives the assignmentwith copies to:
  - a. The home court interpreter coordinator of any other home court that cleared its employee(s)
  - b. any eligible interpreter(s) of those courts willing to accept the assignment
  - c. JCC Regional Coordinator
7. Once the offer of a cross-assignment has been extended and accepted, both the requesting court and the eligible employee are bound by that agreement. In the event the requesting court determines that it no longer needs the eligible employee for a cross assignment, the requesting court shall provide 24 hours' notice of the cancellation. If the requesting court does not provide notice of cancellation at least 24 hours prior to the assignment, the eligible employee shall be compensated for the assignment as if it had been performed.
8. Once a cross assignment is offered and accepted, the home court may only cancel the cross-assignment to fill a need in the home court by giving a minimum of five business days' notice to the requesting court and the cross assigning interpreter.
9. The JCC Regional Coordinator shall maintain records of all cross-assignment requests and transactions, including those where a cross-assignment is confirmed and those where no home court clears, or eligible employee agrees to accept, a cross-assignment.

Section 5. Half-day Cross-Assignments

In instances involving an interpreter employee performing two half-day assignments in different courts (i.e., a home and away court or two away courts), a requesting court may determine, based on a judicial officer’s scheduling needs or the needs of a particular assignment, whether an otherwise eligible employee will be offered an assignment.

Section 6. Compensation and Travel Reimbursements

Eligible employees that perform cross-assignments shall be compensated for these assignments by their home courts. They shall also be reimbursed by their home courts for cross-assignment related travel expenses (e.g. mileage, parking, tolls, lodging, etc.) in accordance with the provisions of Government Code section 71810(f).

Employees who accept a cross-assignment shall be compensated for reasonable travel time, in excess of one hour, per assignment.

If an eligible employee submits a written request to be compensated for travel time or mileage in excess of the travel time or mileage indicated by MapQuest (or other similar internet mapping/directions services used by the court), the interpreter must provide a written explanation/documentation justifying the request for additional reimbursement.

**ARTICLE 21 - HOURS OF WORK**

Section 1. Workweek

The workweek will be defined by the local court consistent with the local court’s payroll system. The normal workweek shall consist of 40 hours in five consecutive days, Monday through Friday.

Section 2. Workday and Hours

The regular workday shall consist of eight hours from 8:00 a.m. to 5:00 p.m. Night Court shall be by local practice but generally shall start after 5:00 p.m. and end by 9:00 p.m.

**ARTICLE 22 - WAGES AND OTHER COMPENSATION**

A. Wages

Effective in the first full pay period following ratification, the following base pay rates shall apply.

|         |         |         |         |         |
|---------|---------|---------|---------|---------|
| Step 1  | Step 2  | Step 3  | Step 4  | Step 5  |
| \$36.74 | \$38.58 | \$40.51 | \$42.53 | \$44.66 |

Employees initially hired in the Region on or before December 31, 2010 shall be placed at Step 3. Employees hired between January 1, 2011 and date of ratification of this MOU shall be placed at Step 2. Employees hired after the date of ratification of this MOU shall be placed at Step 1.

To move to the next step in the range, employees must have completed 12 months of continuous employment with the court since their last placement/movement in the step range.

Each court shall follow its local practice for employees in the court's largest non-managerial bargaining unit with respect to whether a satisfactory rating is required on the most recent formal performance evaluation to advance to the next step in the salary range. In courts that require a satisfactory rating, if no performance evaluation was performed during the most recent requisite timeframe, the employee will not be prevented from advancing to the next step.

An employee transferring employment from one Region 2 court to another will maintain the same salary step.

B. Half-day assignments and half-day rate: (base hourly wage times 1.11)

Regular part time and intermittent part time employees with an a.m. only or p.m. only assignment or a night court only assignment shall be paid at the half-day hourly rate and shall be guaranteed not less than four hours per assignment.

C. An employee who has worked any half-day or a full day assignment on the same day that the employee works a night court assignment shall be paid for the actual hours worked for the night court assignment.

D. Interpreters sent from their original report facility to any other facility or facilities will be paid mileage between the original report location and any other locations to which they are assigned within the home court, pursuant to Judicial Council guidelines.

E. Dual Language Differential

Interpreters who are certified and/or registered in more than one language and are assigned to provide services in more than one language shall receive a 10% pay differential for any day that they are assigned to work in two foreign languages.

F. Wage Reopener

At the union's request on or after July 1, 2019, the parties agree to meet and confer on Article 22 A.

## **ARTICLE 23 -BENEFITS**

These benefits are to be effective on ratification, or as soon thereafter as reasonably possible and consistent with plan requirements.

- A. Vacation - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for vacation benefits at the same level as those non-management, hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, scheduling, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of vacation benefits as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's vacation accrual rate schedule

based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned vacation.

- B. Sick Leave - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for sick leave benefits at the same level as those non-management hourly, represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, notification procedures, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of sick leave benefits as the larger or largest (by number of employees in the unit) non management hourly, represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's sick leave accrual rate schedule based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned sick leave.

- C. Leaves of Absence - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for a leave of absence (paid and/or unpaid) at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include, but not necessarily be limited to, eligibility, length, pay status, job protection (if any), etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of leave of absence benefit as the larger or largest (by number of employees in the unit) non management hourly represented employees' bargaining unit.

- D. Health, Vision, Dental and other Insurance Benefits - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for health, vision, dental and other insurance benefits at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to eligibility, covered conditions, co-pays, deductibles, out of pocket maximum payments, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of health, vision, dental and other insurance benefits as the larger or largest (by number of employees in the unit) non management hourly represented employees' bargaining unit. The impact of any changes in insurance benefits will be subject to meet and confer.

- E. Retirement - Each full time and regular part time bargaining unit member of a local trial court shall be eligible to participate in the same retirement plan at the same benefit level as

those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to, eligibility, vesting, employee contribution, regular retirement date, benefit formula, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of retirement benefit as the larger or largest (by number of employees in the unit) non management hourly represented employees' bargaining unit. The impact of any change in the retirement plan will be subject to meet and confer.

- F. Miscellaneous Benefit Eligibility - Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purposes of status designation. However, for an interpreter who is intermittent part time interpreter to become a part time interpreter and eligible for benefits they must work 50% time or more for six consecutive months before becoming eligible for benefits. Further they must maintain an average of 50% time or more during each succeeding six-month period to be eligible to continue to have benefits, subject to the specific benefit plan permitting. If an intermittent part time employee becomes eligible for benefits and then fails to continue to be eligible because they have not worked the requisite 50% time, they shall be ineligible for benefits for a period of at least six months.

The ability to reenroll shall be subject to the requirements of the benefit plan. Employees may use accrued discretionary leave to supplement work time if their work hours fall below the required 50% average. Part time employees who lose eligibility for health insurance due to a reduction in hours may be eligible for continuation of health insurance, at the employee's expense, based upon COBRA eligibility and health plan rules.

G. Holidays

Full-time regular employees will be provided paid time off on the following holidays:

|                            |                             |
|----------------------------|-----------------------------|
| New Year's Day             | January 1                   |
| Martin Luther King Jr. Day | Third Monday in January     |
| Lincoln's Birthday         | February 12                 |
| Washington's Birthday      | Third Monday in February    |
| Cesar Chavez Day           | March 31                    |
| Memorial Day               | Last Monday in May          |
| Independence Day           | July 4                      |
| Labor Day                  | First Monday in September   |
| Columbus Day               | Second Monday in October    |
| Veterans' Day              | November 11                 |
| Thanksgiving               | Fourth Thursday in November |
| Day after Thanksgiving     | Fourth Friday in November   |
| Christmas Day              | December 25                 |

Part-time employees are eligible for holiday pay on a pro rata basis, based on the employees' fractional time base.

Employees required to work on mandated court holidays shall be paid their applicable hourly rate



for their hours worked on the holiday and will be provided paid holiday hours in lieu of the holiday. A full-time regular employee will be provided eight hours paid holiday hours in lieu of the holiday. Part-time employees will be provided eligible paid holiday hours based on the employee's fractional or pro rata time-base.

## **ARTICLE 24 - PAYDAY**

Employees in the bargaining unit shall be paid on the same dates and in the same manner as other employees of each local trial Court. The Union and the bargaining unit employees shall be given advance notice of any changes in the payday schedule.

## **ARTICLE 25 - EMPLOYEE PARKING AND TRANSIT**

Court-provided employee parking and reimbursement of parking and transit related expenses shall be maintained in accordance with each trial court's practices. In the event that the local practice changes, the Court shall meet and confer regarding the impact of the changes in practices.

## **ARTICLE 26 - PROFESSIONAL CONDUCT, STANDARDS AND CONDITIONS**

### Section 1 - General Provisions

The parties agree that court interpreters will not be required to perform their duties in such a manner that would require them to violate the Judicial Council's Rules for Professional Conduct for Interpreters (currently Rule 2.890). An interpreter may not be disciplined for informing the Judicial Officer, in an appropriate manner, of conditions that impede his/her ability to perform complete and accurate interpretation or sight translation. The parties agree that if the Judicial Officer directs the interpreter to interpret notwithstanding the impediment, the interpreter shall comply with the Judicial Officer's direction.

### Section 2 - Team Interpreting

The Court recognizes that interpreter assignments can vary in the demands made upon the physical and mental stamina of interpreters and that an interpreter may need to advise the Judicial Officer that he/she is fatigued and needs a break. Team interpreting may be ordered within the discretion of the Court.

### Section 3 - Pre-appearance Interviews; Review of Documents and Preparation Time

Consistent with California Standards of Judicial Administration, Section 2.10, the Court recognizes the importance of pre-appearance interviews and the right of an interpreter to request such an interview.

The Court recognizes the value, where appropriate, of interpreters reviewing documents to familiarize themselves with terminology and context before interpreting in a case. The Court recognizes the right of interpreters to request to do so.

#### Section 4 - Sight Translations and Recorded Foreign Language Media

Interpreters shall perform sight translations of documents consistent with the needs of the Court.

Interpreters shall not be required to perform any task that would require the interpreter to provide legal advice or to advise defendants as to their choices in completing forms.

The Court acknowledges that prior to performing sight translations, interpreters may request the opportunity to review and assess the document and advise the Judicial Officer of any problems associated with the sight translation.

The Court acknowledges that simultaneous interpretation of foreign language audio/visual material may be especially challenging and recognizes the right of the interpreter to request a review of such material in advance and to advise the Judicial Officer of any problems associated with that simultaneous interpretation.

#### Section 5 - Interpreting for Both Prosecution and Defense

In all trials in which interpreters are required for both the prosecution and the defense, the Court will make reasonable efforts to provide separate interpreters to each party.

### **ARTICLE 27 - PROFESSIONAL DEVELOPMENT AND MAINTENANCE OF CERTIFICATION**

#### Continuing Education

The parties recognize the importance of continuing education of employees within the unit in order to maintain a stable, highly qualified and effective workforce in the delivery of interpreter services.

#### Training Opportunities

An employee in the unit may request to participate in educational and training programs, symposiums, seminars, conferences and meetings that will lead to an increase in the skills, knowledge and understanding of the employees' current job assignment. An employee may also request to participate in training activities necessary to enhance succession planning or career development.

Interpreters may be eligible for leave without pay for purposes of education and/or training subject to the discretion of the Court Executive Officer.

#### Seminars/Conferences

Full-time, part time and intermittent employee interpreters are entitled to be reimbursed for Court Interpreter Minimum Continuing Education (CIMCE) approved seminars/conferences for up to \$750 every two years. Reimbursement for regular part-time part and part-time intermittent employees shall be prorated over the preceding 12 months.

Interpreters shall be allowed up to three (3) workdays per calendar year, without loss of pay or benefits, to attend CIMCE-approved seminars and conferences for the purpose of obtaining required continuing education credits. Regular and intermittent part-time employees shall be paid up to three workdays (i.e.,

up to 24 hours), prorated based on the number of hours worked in the preceding 12 months. The Interpreter shall be responsible for requesting this time to attend CIMCE-approved seminars and conferences at least fourteen calendar days in advance, and failure to do so may serve as a reasonable basis for the Court to deny the Interpreter's request.

On January 1, 2018, all employees in the bargaining unit shall start a new two-year cycle for reimbursement for CIMCE approved seminars/conferences. Any employees in the bargaining unit whose two-year cycle ends prior to January 1, 2018 shall be entitled to up to \$750 in reimbursements prior to January 1, 2018.

#### State Certification and Licenses

Regular full-time employees shall receive reimbursement for State certification. Regular part-time and IPT employees shall receive reimbursement on a pro rata basis based on hours worked in the preceding 12 months.

### **ARTICLE 28 - JOINT LABOR/MANAGEMENT COMMITTEE ON ISSUES AFFECTING THE INTERPRETER UNIT**

#### Section 1:

It is the intention of the parties to establish a Region-wide Joint Labor/Management Committee on court interpreter issues to provide a forum for Labor and Management to jointly discuss issues of concern to the Court and employees in the unit. These issues shall be limited to issues within the scope of representation.

#### Section 2:

The Joint Labor/Management Committee on court interpreter issues shall consist of four (4) management representatives designated by the Regional Chair and an equivalent number of employee representatives designated by the Union.

#### Section 3:

During the term of this agreement, the Joint Labor/Management Committee on interpreting issues shall meet twice annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss (not meet and confer) on issues within the scope of representation. Employee representatives shall attend meetings on court time. The parties shall exchange proposed agendas one week in advance of any meeting.

### **ARTICLE 29 - HEALTH AND SAFETY**

#### Section 1:

Management will provide and maintain a safe and healthy place of employment. Employees shall report to the manager of interpreter services or Court Safety Officer any hazardous or unsafe practices, equipment and/or conditions of which they are aware.

Section 2:

The Court shall offer TB tests at no cost to the employee annually and at any time that an interpreter reasonably believes he/she may have been exposed to TB at work.

The Court shall offer all interpreters training on tuberculosis and safety measures for working with prisoners and psychiatric patients.

Interpreters shall not be required to interpret for:

1. Inmates or other individuals they reasonably believe have communicable diseases without electronic equipment that allows the interpreter to maintain a safe distance.
2. Inmates in a confined or locked space without law enforcement supervision.

**ARTICLE 30 - OFFICE SPACE AND EQUIPMENT**

Section 1:

Interpreters shall be provided with an area to leave personal belongings and reference materials in a secure place.

Section 2:

Each courthouse with employee interpreters shall maintain electronic simultaneous sound equipment. Electronic simultaneous sound equipment shall be provided upon request to interpreters under the following circumstances:

- A. When simultaneous interpretation is to last for 20 minutes or longer.
- B. When the interpreter reasonably believes that the person interpreted for has an infectious or communicable disease.
- C. When physical conditions in the courtroom would hinder interpreter performance, regardless of the length of the proceeding.

**ARTICLE 31 - LAYOFFS AND REDUCTION IN STATUS**

A. General

The Court may release an employee when a reduction in force for organizational necessity is to be implemented. Organizational necessity shall include but not necessarily be limited to lack of work or lack of funds.

B. Procedures

1. Notice

Employees shall be given written notice of not less than twenty Court days before the effective date of the layoff. The Court shall send a copy of the notice to the Union.

## 2. Probationary Employees

No full time or part time employees shall be laid off due to a reduction in force until all probationary employees have been released. An employee with a regular assignment who is subject to layoff may request to be placed on the list for intermittent assignments.

## 3. Full Time and Regular Part Time Employees

Once the scope of the reduction in force is determined, a layoff list shall be established for full time and regular part-time employees by language. Employees will be released based on inverse order of seniority as defined in Article 18. In the event that the remaining position(s) are of a different status than the remaining least senior employee's prior position, the least senior remaining employee may be required to accept that position of a different status to avoid layoff.

### C. Reemployment List

Employees who are laid off shall be placed on a reemployment list in order of seniority. Laid off employees who choose to be placed on the intermittent list shall remain on the reemployment list.

The names of employees laid off due to a reduction in force shall remain on the reemployment list for 12 months.

## **ARTICLE 32 - PERFORMANCE EVALUATION AND JOB QUALIFICATIONS**

### A. Performance Evaluations

Region 2 Courts may implement a regular performance evaluation process following ratification of this agreement to evaluate basic job performance other than interpreting skills and abilities. Any future process to evaluate performance of interpreter skills and abilities shall be subject to meet and confer at the regional level prior to implementation.

The supervisor will share the work performance evaluation criteria with employees at least ninety (90) days prior to implementation of formal work performance evaluations, and with newly hired employees, to ensure that employees have been provided the criteria, any form used, and an explanation of the process, including the right to respond, prior to the initial performance evaluation.

"Basic job performance" includes, but is not limited to, factors such as: following court policies and procedures; adapting to varied work assignments; observing safety practices; demonstrating professional workplace conduct; complying with the Judicial Council's Code of Ethics for Court Employees; and satisfactory attendance and punctuality. It does not include evaluation of interpreting performance, including but not limited to factors such as knowledge and techniques required to interpret from one language into another, accuracy, proficiency in modes of interpretation, or quality and quantity of work.

Each Region 2 court will notify the union at least ninety (90) days in advance of the implementation date for performance evaluations, and will provide the Union with information on the criteria, forms and process to be followed. Following a request by the Union, the local Court will meet and confer regarding the impacts of the proposed work performance evaluation process.

### 1. Purpose of Work Performance Evaluations

The work performance evaluation is a tool to encourage and enhance communication between the employee and his/her immediate supervisor, and provides a forum for the employee and supervisor to discuss and document work performance.

### 2. Frequency of Work Performance Evaluations

Work Performance evaluations may be conducted on an annual basis for employees after the probationary period is completed. For newly hired employees, work performance evaluations will be conducted at the end of the first 4 months of the probationary period and upon completion of one year of employment.

Employees will be provided a copy of their completed work performance evaluation prior to placement in the personnel file. Any negative evaluation shall include any documents referenced in the evaluation and include specific recommendations for improvement. When an employee's work performance is below standard, a work performance improvement plan of up to 90 days may be established. The work performance plan may be extended one time for a second 90-day period to allow for further performance improvement at the discretion of the supervisor.

### 3. Employee Response To A Performance Evaluation

An employee may submit a written rebuttal to a performance evaluation. An employee's written response shall be placed in the employee's official personnel file along with the work performance evaluation.

Performance evaluations are not disciplinary actions and are not subject to the grievance procedure.

## B. Job Qualifications

### Section 1:

Employees shall maintain their certification and registration status with the State of California.

### Section 2:

If an employee's certification or registration lapses during the term of this Agreement for any of the following:

1. Failure to pay certification fees;
2. Failure to meet continuing education requirement; or
3. Failure to work the minimum professional experience requirements;

The employee shall be placed on administrative leave without pay or benefits for up to 90 calendar days or until the deficiency is corrected whichever is earlier. During this leave, the employee shall not be eligible to work for the Court. However, if the deficiencies are cleared within 90 days, the Court will return the employee to their same or similar assignment. If the deficiency is not cleared within 90 calendar days, the employee's employment shall be terminated. Prior to involuntary termination, the employee shall be offered resignation. An employee terminated for any of the

above deficiencies shall be eligible for rehire consistent with the local Court's rules, policies and practices.

### Section 3:

When the Judicial Council establishes a certification exam in a language, an existing employee of the Court who is registered in that language shall have three opportunities to take and pass the test and become a certified interpreter. In the event that the employee does not successfully complete the examination, after its third offering, their employment shall be terminated. An employee must take the examination each time it is offered in the language pair. Prior to an involuntary termination the employee shall be offered resignation. An employee terminated for failing to pass the exam who subsequently passes the exam and becomes certified shall not be disqualified from future employment with the Region 2 Courts because they failed to pass the exam and were terminated.

### **ARTICLE 33 - COURT RULES AND POLICY CHANGES**

All proposed amendments to local policies which pertain to interpreters and are within the scope of meet and confer and all proposed amendments to the Region Two Personnel Policies for Court Interpreters, shall be reduced to written form and distributed by management to the Union. Representatives of the Court/Region and the Union shall meet and confer regarding the proposed change prior to its adoption.

### **ARTICLE 34 - PERSONNEL FILES**

The Court will maintain an official personnel file for each employee. Employees should inform the Court of any changes in personal information.

An employee, upon written request to the Court's Human Resources Manager, shall be entitled to inspect his or her official personnel file. The contents of such file shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Court. A union representative may accompany the employee during the review of the file. The employee may request and shall be provided copies of any document in the file. When the employee is not available, a Union representative with the written permission of the employee may review the employee's personnel file in the presence of an HR representative and obtain copies of documents upon request.

The Court shall provide an opportunity for the employee to respond in writing to any information about which he or she disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing written responses to be included as part of the employee's permanent personnel record.

At or before time of placement, employees shall be given copies of all letters or memoranda concerning their job performance or conduct that are to be placed in their official personnel file.

The employee may file a complaint under the grievance procedure regarding any such document within the prescribed time limits.

Upon an employee's request, any written warnings and/or reprimands issued more than one year prior shall be removed from his or her personnel file if no subsequent warnings, reprimands or

discipline have been issued to the employee for the same or similar reason.

## **ARTICLE 35 - EMPLOYEE LISTS AND INFORMATION**

CFI/TNG-CWA, Local 39000 may request from the Region an alphabetized listing, by county, of the names of all employees within the Unit. An employee list may be requested four times a year and shall be provided within 30 days of such request.

The parties understand and agree that reducing the use of paper products and the costs of shipping is an economically and ecologically sound practice. Management shall make every reasonable effort to provide employee lists and other information requested by the Union in electronic format.

## **ARTICLE 36 - PAYROLL DEDUCTIONS AND DUES**

### Section 1: Agency Shop

For the term of this Agreement, all current and future interpreter employees shall, as a condition of continued employment, become and remain members of the Union or, in lieu thereof, shall pay a service fee to the Union in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for bargaining unit employees. The membership and service fee payments shall be established by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment. Failure of an employee to pay membership or service fees shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize the judicial process to compel payment.

#### Religious Exemption

A bargaining unit employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations shall, upon presentation of proof of membership satisfactory to the Regional Committee and the Union, be relieved of any obligation to pay the required service fee. That employee shall be required to pay sums equal to those service fees to a non-religious, non-labor charitable organization fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of the following three funds: The Red Cross, UNICEF or United Way. Proof of those payments shall be made by the employee on a monthly basis to the trial court that employs the employee as a condition of continued exemption from the requirement of financial support to the Union.

### Section 2 - Payroll Deductions

The Union shall provide the Regional Chair and trial courts with a current statement of membership fees and service fees for bargaining unit employees within the Region. The statement shall be amended as necessary. The trial court may take up to 30 days to implement such changes. Each pay period, effective with the first complete pay period worked by a bargaining unit employee newly employed by the trial court, the trial court shall make membership and service fee payroll deductions, as appropriate, from the regular periodic payroll warrant of each bargaining unit employee. As soon as practical, but generally within 14 working days following payday, the trial court will promptly pay over to the Union all sums withheld for membership and service fees. The trial court shall provide with each payment a list of employees paying membership and service fees. All such lists shall contain the



employee's name, employee number, classification and the amount deducted. A list of all bargaining unit employees shall be provided to the Union monthly. The Union shall be entitled to collect, through the payroll deduction method, membership and service fees, COPE deductions, and special membership assessments, and may make such changes as may be required, from time-to-time. The Union shall give the trial court appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

### Section 3 - Financial Reporting

The Union shall annually provide to the Regional Committee the information required by Government Code Section 71814(f).

### Section 4 - Indemnification Clause

The Union agrees to indemnify, defend and hold the employer court that makes the deduction harmless from any and all claims, demands, suits or other liabilities of any nature that may arise as a result of the application of the provisions of this article.

## **ARTICLE 37 - UNION STEWARDS AND REPRESENTATIVES**

### Section 1:

Management recognizes that Local 39000 Stewards are the official on-site representatives of the Union.

### Section 2:

The Union shall select a reasonable number of stewards, and notify the Court Executive Officer (CEO) in writing as to who has been designated as a steward. Any change in stewards shall be communicated in writing to the CEO in a timely fashion. On occasion and depending upon the circumstances, the Union may designate a representative, not a current steward, who shall act in the capacity of steward for a grievance meeting with prior written notice to the CEO. The Union may also request a postponement of a grievance meeting if necessary to ensure appropriate representation for an employee. Such request shall not be unreasonably denied.

After receiving approval from the supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time, pay or employment benefits, to investigate, prepare and present grievances and disciplinary appeals of court interpreter bargaining unit employees. The supervisor shall authorize the steward to leave his/her work if it is determined that the steward's absence will not interfere with the work of the unit. When immediate approval is not granted, the supervisor shall inform the steward and shall establish an alternate time when the steward can be released from his/her work assignment.

Not more than one steward shall be on paid court time during any grievance meeting. The presence of a shop steward at the meeting does not preclude a union staff representative from also being present at the meeting.

### Section 3:

The Region will provide reasonable release time without loss of pay or employment benefits for

unit employees released under this section. Up to five unit employees will be released for the purpose of negotiating a labor agreement or successor labor agreement with Region 2 Negotiating Committee. For all other meet and confer sessions, up to two (2) unit employees will be released. In courts with more than fifteen (15) bargaining unit employees, up to three (3) bargaining unit employees will be released with no more than two (2) from any one court with fifteen (15) or less bargaining unit employees, for purposes of meet and confer.

#### Section 4:

Any time spent performing the functions of a steward outside of the normal business day, or any time spent on a day when a steward is not otherwise scheduled for work, shall not be compensated by the Court. Following a meeting in a different court, management will make reasonable efforts to return a steward to work at his/her work location.

#### Section 5:

##### Employee Organization Leave

Full-time and part-time employees, at the request of the Union, may apply for an unpaid personal leave for up to six months at one time for the purpose of conducting Union business. Employees on this leave will maintain their seniority during the leave of absence. Requests for organization leave shall be in writing to the Court Executive Officer or designee and shall be discretionary based upon the needs of the Court. Employee organizational leave shall not be unreasonably denied.

### **ARTICLE 38 - ACCESS**

Union representatives shall have access to the trial court's premises to ensure that the terms of the MOU are being followed. A union representative, other than a bargaining unit employee, shall notify the CEO or designee in advance when he or she will require access to non-public areas other than interpreter break rooms and waiting areas for the purpose of ensuring the terms of the MOU are being followed. The authorized representative shall not disrupt employees during their work time.

### **ARTICLE 39 - BULLETIN BOARDS**

- A. The Union may use designated, adequate bulletin board space provided by the court to post communications of the employee organization at each interpreter waiting area/office where members of this unit are assigned. In facilities where there is no waiting area/office space, the Court shall provide adequate, accessible bulletin board space in non-public areas where bargaining unit members work. Any materials posted shall be dated and initialed by the Union representative responsible for the posting.
- B. The Union agrees not to post any material of an illegal, libelous, obscene, defamatory, or solely non-educational partisan political nature on bulletin boards.

### **ARTICLE 40 - SUBCONTRACTING UNIT WORK**

To the extent that a Court determines to subcontract unit work presently performed or hereafter assigned to the unit, it shall subcontract such work consistent with the limitations set forth in

Government Code Section 71802. The Court agrees that it will not use Section 71802 for the purpose of reducing costs.

**ARTICLE 41 - PROBATIONARY PERIOD**

All newly hired employees shall serve an initial probationary period. Full time employees shall serve a probationary period of 9 months. Part time employees shall serve a probationary period of 1560 hours or 18 months, whichever is less.

## **ARTICLE 42 - NO STRIKE/NO LOCKOUT**

### A. No Strikes or Lockouts

During the term of this Agreement, the Union, its officers, agents, representatives, stewards and members and all other employees shall not, in any way, directly or indirectly, engage in any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference with or interruption of court work in any Court operations. The Court agrees that it will not lock out employees.

### B. Crossing Sanctioned Picket Lines

If an employee covered by this Agreement is expected to cross a picket line set up due to a labor dispute sanctioned by a Central Labor Council in the Region, and if crossing that picket line is in conflict with the employee's conscience, the Chief Executive Officer or his/her designee will meet with the Union, if requested, within 24 hours to attempt to reassign the employee in a manner which retains Court services and does not result in disciplinary action against the employee.

## **ARTICLE 43 – JOB ABANDONMENT**

When an employee fails to report for work for five consecutive scheduled working days without any notice to court management, the employee shall be considered to have abandoned his or her employment.

The court will provide a notice of separation due to job abandonment to the employee. The notice shall be delivered to the employee in person or mailed to the employee at the employee's address of record. The employee's address of record shall be the most recent address provided to the court by the employee. In either case, the notice will include a proof of service and a copy will immediately be provided to the union.

Within 15 business days of the issuance of the notice, the employee, or the union on behalf of the employee, may make a written request for reinstatement. The court may reinstate the employee at its discretion. The court shall reinstate employees who can demonstrate that their absence without notice was due to circumstances beyond their control.

An employee so reinstated shall not be paid salary from the period of his or her absence. However, if the absence can appropriately be covered by leave with pay (e.g. sick leave), the employee shall be paid.